

19

p12

Department of Revenue

OFFICE *Mr. [Signature]*STATION *[Signature]*

His No. 1871

A 1621/35

Dated

16/5/35

N.H.

Further action has
to be taken
Date *[Signature]*

Given for copying

Copied

Examined

Signed

Given for despatch

Despatched

Indexed

To be destroyed on*

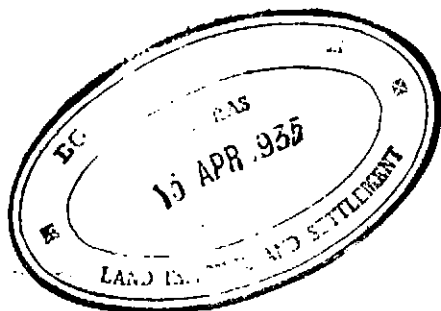
Pages in the file

(SUBJECT)

Sub - (Lanth Kaveri) --- / 1st time
St. [Signature] - Order 35/35 - Adyapadi
to - Work done - reference

* Not to be filled in in the case of permanent records.

Ref. 42--No. 1105/35.



South Kanara Collector's Office,
Mangalore, dated 6th April 1935.

RP 168
A1596
A1621

S. P. Chandra, Esq., I.C.S.,
Collector of South Kanara.

The Secretary to the Government,
Land Revenue & Settlement,
Mysore.

A.
1/1/35

Sir,

Suit--Mangalore--District Munsiff's Court--(C. S. No. 19/35)--
and plaint--Advanadi village--S. No. 123/2--Mangalore.

5-8 of 7. I enclose a copy of the plaint in the above suit which is for a declaration that S. No. 123/2 of Advanadi village, Mangalore Taluk, is the private property of the plaintiff, which should be included in his holding No. 19 without the levy of site value and for the refund of Rs. 480 paid by him under protest to and for the site value of the land and also for certain other consequential reliefs.

p3 q. /
⑥

p1 q. ⑥
p2 q. 1
⑥

pp
3-4

fore instituted by the Tahsildar to evict the encroachers. Owing to the resettlement operations further action in the case was deferred and when in July 1933, the Tahsildar levied penalty, some of the encroachers appealed to the Revenue Divisional Officer, Mangalore, who dismissed the appeals. The plaintiff and certain other encroachers approached me with a revision petition advancing wage claim and I inspected the locality. *pp 63-64* *pp 1-7 (H)*

3. On inspection, I found that the wage claim advanced by the plaintiff and the other encroachers was not tenable, that there was no survey mistake in the case, that the river boundary was clearly marked and so were the wage boundaries and that those boundaries could be seen from afar by the trees and big bushes which grow along the river bank. The occupations jutted out into the river in an irregular manner and terminated in mud walls which were built right in the bed of the river. The allegation of the encroachers that the plots did not form real encroachments were not maintainable and I therefore rejected their revision petition. The plaintiff and another then approached the Board with another revision petition, which was also rejected in P. R. Rt. No. 3923 dated 28th July 1934. With the exception of the plaintiff, all the encroachers have now been evicted from the plots concerned. The plaintiff, however, tendered the amount of site value on 3. 9. 34 and as such, his encroachment (S.No. 123/2) has not been removed. Simultaneously he sent me a suit notice, which was recorded. Hence, this suit. *pp 23-24 (H)* *pp 23-24 (H)* *pp 31-32 (Q)* *pp 1-4 (U)*

4. The Government Pleader, Mangalore, whom I have consulted, quotes I. L. R. 53, Madras, 202, and states that unless there is a clear and definite boundary, which would enable the Court to find out the exact extent of the accretion, the same should be held to belong to the owner of the neighbouring land and that a survey line cannot be treated as such boundary. He has however prepared a draft written statement basing it mainly on a statement given by the plaintiff in the encroachment case in 1930 which shows that the plot concerned in the suit was a portion of the river bed filled up with earth and raised in level by him. Though the written statement pre- *15g* *pp 1-4 (U)* *pp 21-22 (L)*

partly the Government itself has not seen to the objects of the
and not far from him when he says that a survey line cannot be

... adjoining waste land on the other. I invite Board's attention

the remarks re: demarcation made by Mr. Justice Tolsonham 10/1/1

Article 57 of the Indian Law Report cited by the Government

7. Defendant submit that it is clear from these materials that it is

the case therein reported, there was evidence to show that the
branding of the fiber had, at any time, been demonstrated, the result

and the latter can be different. In the case under re-

fluence, "Government could collect ample evidence (short from
journalists' admissions) that he had, by forcing or selling the
land and raising the level, taken steps to rectify the crime.

Government is not admit in South Korea that they are going to
move into the administrative district and cultivate.

the river and of the adjacent lands have all been purchased

and he still's placed in a pen. If the other belongs to a
different species then there is no object in the last resort.

orientation by whales'. The US Coast Guard reports, where a whale
is sighted, no person whistles has been reported and no injury

in this suit, a real case. I, therefore, recommend that the

may be pleased to ascertain the difference of the value of the property
the draft written statement, a copy of which is enclosed.

5. I read here with the aid of the Government Interpreter that on
 6. 11/85 dated 10th day of 1985 together with the US Air

7. The draft written at court is also the corrected re-
 cords noted in the margin. The plaint is dated 19th Jan 1944.

4. A copy of this plaint together with the summons was received by me on 5th March 1925. The said stand

D. No. 700/84
 D. No. 4001/81
 D. No. 700/84
 D. No. 4001/81

1. 2. 1970.

5

In the Court of the Dt. Munsif of Mangalore.

Original Suit No. 35 of 1935.

Between:

Subbanna Shastri .. Plaintiff.

and

The Secretary of State for
India in Council, represented } ... Defendant.
by the Collector of South Kanara. }

Plaint under section 26 order 7 rules 1 to 6 of Act V of 1908.

The plaintiff above named begs to state as follows:-

1. Plaintiff is the son of Ramakrishna Shastri and resides in Ganapathi temple square Mangalore Town which is his address for all services and processes.

Plaintiff

Advocate for plaintiff

2. Defendant is the Secretary of State for Indian in Council and is represented by the Collector of South Kanara, Mangalore

3. (a) That the plaintiff is the absolute owner of S.No. 31/1 of Adyapadi village under patta No.19 which includes S.Nos. 31/1, 31/1A, 31/1B and 31/1C marked in the plan annexed hereto and the said plots are all fields.

(b) S.Nos. 66, 123/3 and 124 is the river lying to the south of S.No. 31/1.

(c) Plot Nos. 31/2A, 31/2B, 31/2C and 31/2D are also fields in the possession and enjoyment of the plaintiff. Field Nos. 31/2B, 31/2C, and 31/2D are part and parcel of S.Nos. 31/1A, 31/1B, and 31/1C respectively and S.No. 31/1B and 31/2B form one field, 31/1B and 31/2C another and 31/1C and 31/2D a third one and there is no ridge or boundary whatever, nor there has ever been any separating the one set from the other.

(d) X X 1 X 2 is the present survey lines running across the plaintiff's lands S.Nos. 31/1, 31/1A, 1B, 1C and S.Nos. 31/2A, 2B, 2C, 2D.

(e) Field Nos. 31/2A, 2B, 2C and 2D are now demarcated as S.No.123/2 by the Revenue authorities.

(f) The newly demarcated survey No. 123/2 is a part and

*Plaintiff's
p 13 of*

parcel of the property of the plaintiff. As per the title deeds of the plaintiff and also in accordance with the peaceful enjoyment by the plaintiff the southern boundary of his property has always been the river. Hence the Government is not entitled to any bits of land between the plaintiff's property and the river...

(g) But inspite of these facts S.No. 123/2 was treated as a river accretion and proceedings were started by the revenue authorities under the Land Encroachment Act by the order of the Tahsildar of Mangalore in E.C.No:152/1342 which was upheld by the Revenue Divisional Officer of Mangalore and also by the Collector of South Kanara and finally by the Board of Revenue by its order dated 28-7-1934. A final notice was served upon the plaintiff on 11-8-1934 by the Tahsildar of Mangalore that unless he paid the site value to the Government at Rs. 500/- per acre within ten days from the receipt of the said notice he would be evicted from S.No. 123/2. (Q)

(h). The attitude of the Government so far adopted in the orders referred to above is contrary to law, equity and the concerned Government orders regarding the matter. The plot is the part and parcel of the plaintiff's private property which was left off in the old settlement. Even if it is to be taken as a river accretion which has been formed by a slow and gradual process, as has been done by the Government the said portion of the plot also has to be treated as the private property of the plaintiff and the Government is not entitled to impose either site value or penalty with regard to it. Further the Government was neither entitled to evict the plaintiff from the said plot.

(i) Inspite of these facts, the Tahsildars of Mangalore served a notice dated 9-8-1934 by which he directed the plaintiff to pay the site value within ten days from the date of the receipt of the said notice and on default the plaintiff would be evicted from the land.

(j). Therefore under protest the plaintiff paid Rs.430-0-0

to the Government Treasury. Plaintiff submits that the Government had no manner of right whatever to S.No.123/2 or to evict the plaintiff from the land. Hence the order of the Government to collect the sum of Rs.430-0-0 as site value is inequitable, illegal and ultra vires. The Government is liable to refund the amount to the plaintiff. Plaintiff submits that the -- Government is not entitled to take any proceedings under the Land Encroachment Act.

(k). As the Government persisted in claiming S.No.123/2 as its land and illegally decided to evict the plaintiff from the said land, he is constrained to file a suit for a declaration of his title to the property and for a refund of the amounts illegally collected from him.

(l). A registered notice sent to the Government under section 80 of the Civil Procedure Code was of no avail and this suit is filed after awaiting for more than 2 months.

(m). Hence the suit the cause of action for which arose on 28-7-1934 when the Board of Revenue upheld the order of the Tahsildar of Mangalore and on 11-8-1934 when the final notice was served on the plaintiff, and 3-9-1934 when the amount was collected from the plaintiff by the Government and subsequently in Adyapadi village, within the Jurisdiction of this Court.

4. Plaintiff therefore estimates the value of the reliefs claimed at Rs. 499-0-0 for court fee and jurisdiction and has paid Rs. 65-9-0 as court fee thereon.

5. Plaintiff therefore prays for a decree and judgment against the defendant for the following reliefs:--

- | | |
|---|------------|
| (1) For a declaration that the plot now demarcated as S.No.123/2 of Adyapadi village is the -- private property of the plaintiff which --- should be included in his patta/ No. 19 of Adyapadi village without the imposition of the site value. A fixed court fee of Rs.15/- ~~Rs.~~ is paid thereon. | } 50- 0-0 |
| (2). For a refund of the amount collected from the, plaintiff by the defendant as site value for the suit property. | } 430- 0-0 |

(3) Interest on item No.2 at 12 $\frac{1}{2}$ per cent) 17- 0-0.
from 3-9-1934 to 27-1-1935)

(4) Costs of registered notice 2- 0-0.

499--0-0

(5) Costs of suit.

(6) Future interest on the above and for such other
and further reliefs as to this court may seem fit under
the circumstances of the case.

Description of the property.

ಎಂ.ಎಸ್. ರಾಯ್ ಅವರ ವಾಸ್ತವ್ಯ ಸ್ಥಳ ಸಂ. 123/2 ಸೆ(ನಂ. 10-86) ಬೆಂಗಳೂರು ತಾಲ್ಲೂಕು.
SOS 123/2 land measuring 0-86 ams of Adyapatti Village
Mangalore, 27-1-1935. 0

(sd). K. Balakrishna Rao
Advocate for Plaintiff.

(True Copy)

smadhavanna
For Collector. 10/11

John
10-4-35

A- (L.R.)

3/4/4

1 EFT

Swiss - (South Kanara)
 Mangalore & District
 C.S. no 35/35 -
 Encroachment -
 Adyapadi Vge -
 Plaint Sketch
 Called for

A 1621/35-1/1-3 of Q
 Ref A 1621/35-1/7 24.4.35

The Colh is
 requested to send
 urgently a copy
 of the plaint sketch
 for reference

6/18/4 24.4.35
 6/19/4 24.4.35
 6/20/4 24.4.35

To the Colh of
 South Kanara

24 APR 1935

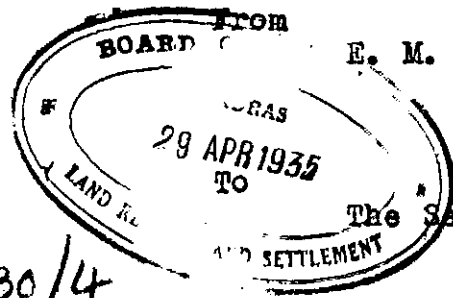
17.4/4

3/4/4

Note The allegations in the
 plaint cannot be understood without
 the plaint sketch
 12/10/4

Ref. A3 No.1133/35.

South Kanara Collector's Office
Mangalore, 26th April 1935



E. M. Gawne, Esquire, I.C.S.,
Collector of South Kanara.

417 +

The Secretary to the Board,
Land Revenue and Settlement,
M a d r a s.

Sir,

Suits (South Kanara) - Mangalore - District Munsif's Court
O.S.No. 35/35 - Encroachment - Adyapadi village - S.No.123/2 -
Plaint sketch - Copy submitted.

f 9 y

Board's Refce. A.No.1621/35-1, dated 24.4.1935.

I enclose a copy of the plaint sketch called for by the
Board.

3 y

Your obedient servant,

B. Madhaviah
For Collector.

26.4.35

District South Kanara

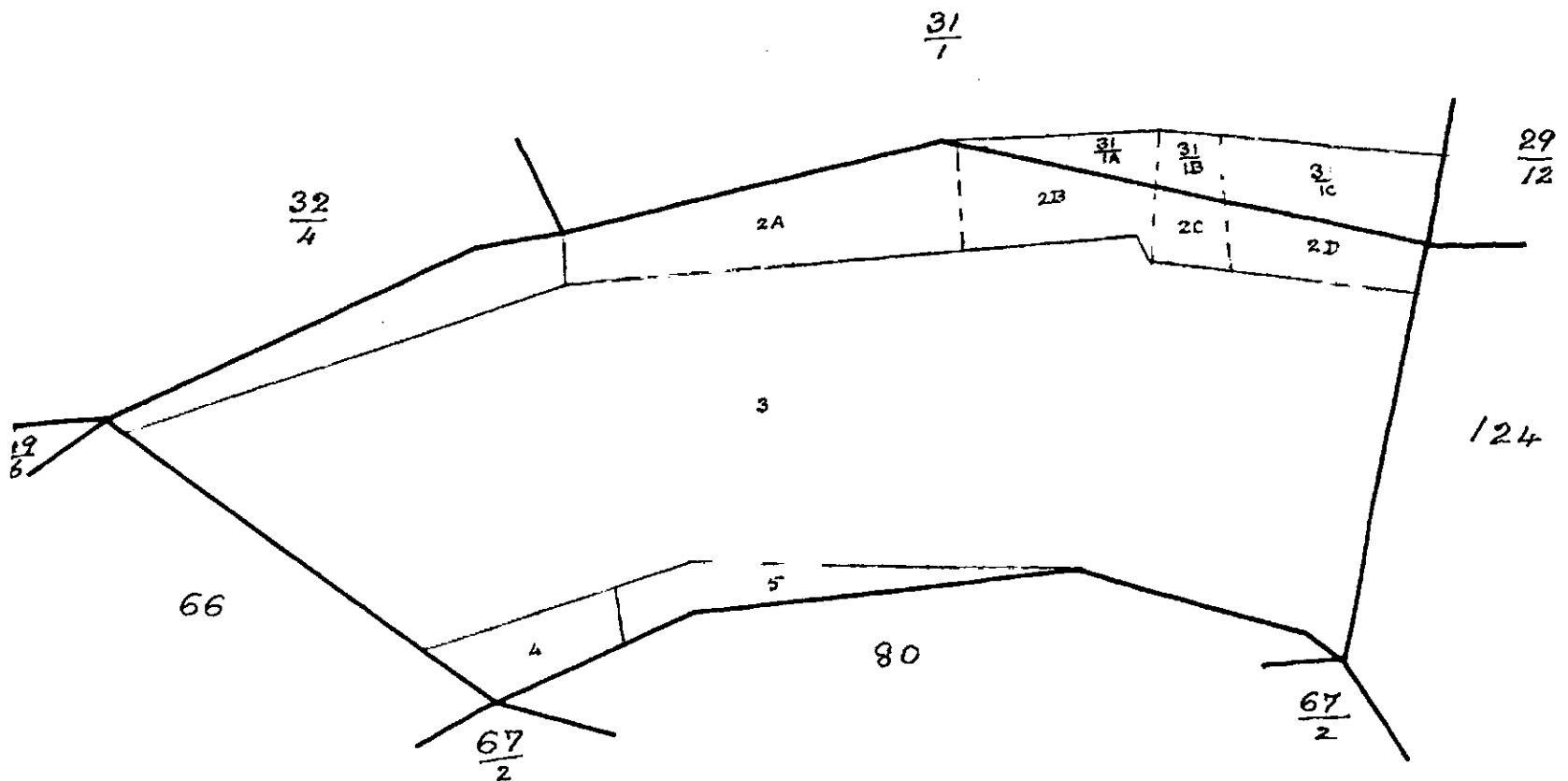
13

Taluk Mangalore

No 68

village Name Adyapadi

Field No 123



Scale one inch = 2 chains

Copied by *[Signature]*
11.4.8

15

Letter from the Government Pleader, Mangalore to the
Collector of South Kanara, Mangalore, No.O-11/35 dated 26th
March 1935.

--

Suits- Mangalore District Munsiff's Court- O.S.
No.35/1935- Escheat - ^AAdyapadi village- S.No.123/2-
Warg claim.

--

Your N. Ref. A.3 No.1133/35 dated 16-3-1935.

--

put up

I have gone through the papers sent to me. The case
referred in I.L.A. 53 Madras at page 202 lay^d down
the principles which should guide the courts in deci-
ding the question of ownership to river accretions.
Generally speaking if the accretion be slow and gradual,
the owner of the adjoining ~~xx~~ land would be entitled to
the accretion. ~~xx~~ I find from the records that you
have held local inspection. You ~~refer to~~ a row of
trees and big bunches as indicating the boundary between
the river and the warg land. It is not clear
whether this boundary is in accordance with the survey
line. You will find from the case above referred to
that unless there is a clear and definite boundary
which would enable the court to find out the exact
extent of the accretion, the same must belong to
the owner of the neighbouring land. A survey line can-
not be treated as such boundary.

In this case there is fortunately a statement
of the plaintiff which shows that the plot concerned
in this suit was a portion of river bed which was filled
up with earth and raised in level by him.. This will
negative the idea of slow and gradual accretion.

statement

I have prepared the written statement and it is
based mainly on the above statement.

The papers are herewith returned.

Suit posted to 5/6/35

DRAFT FOR APPROVAL.

C.F. 16.

Date. Initials.

SUBJECT:—

When received for fair copying ..

When copied

When examined ..

When signed ..

When despatched.

Read AGAIN

READ ALSO:—

No. From the

Suit. (South Kanara)
Mangalore St. Min. H.
Qs no 35/35 - Adyapa
by - No 23/2 - ~~Wang~~ claim
Defence - Sanctioned

A 1621/35 p 1-3 of Q

Order Ms. No. 1871, dated 14. 5. 1935.
Resolution Rout.

M 271

Col's W.S. (71)

(appended)

From & then
I took a note under
the name
of
14.5.35

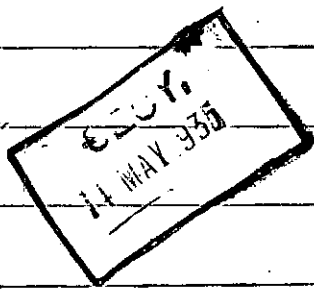
To the Colls. of South
Kanara with a revised
written statement, and
other records as per list
at p 3 of

The Board
sanctions the defence
of the suit.
Q. The draft
written statement
as revised by the
Board should
be filed in the
Court

5/5/35
14.5.35

M 1 K
12.5.35.

2 18



This may be done
If the warden (I think he
is called that) is on the same
basis as a ryot in ryotwari
areas. I don't see how he can
claim accretions in a river
which is demarcated as poramboke.
If he is in the same position as
a Malabar peunin the case
is probably governed by the judgment
of the High Court
in the Olaphanama case 1919-20
1920 which held that riparian
ownership in rivers not navigable
that was with the peunin & the
river bank & that Govt had no right
in the river bed at all.

12537

Will this plan answer the real question
after abolition of draft?

Ans
14.5.

There is a good defended
in the Philippine admin that
the accretion was not
a gradual and natural one and
the W.S. may be approved.

But we might examine
separately the question of
whether an occupying holder
can gain any right
to accretions to land held
on occupying tenure.

It seems to me that in
the case of accretions melvar and
melvaram must go together.
Most of the accretion questions
I have seen have related to
disputes between the peunin
as melvar holder of land
adjoining a river and a
Zamindar as melvar holder
of land adjoining the
same river.

I don't see how an occupying
right can claim occupying
right in an accretion while
admitting that the melvar
right as evidenced by the

21

In the Court of the District Munsiff of Mangalore.

O. S. No. 35/1935.

Between: -

Subbanna Sastri -

Plaintiff

A n d

The Secretary of State for
India in Council represented by
the Collector of South Kanara.

Defendant.

Written statement under Order VIII rules 1 and 2 of
Act V of 1908.

M 5-8 cf

This suit is not sustainable in law and this defendant puts the plaintiff to strict proof of all the allegations in the plaint that are not expressly admitted herein.

13 cf

2. The plaintiff is the owner (under Ryotwari tenure) of S.F. No. 31/1 of Adiyapadi village. According to survey records S.F. No. 31/1 has not been subdivided into S.F. 31/1 A, 31/1B and 31/1C as shown in the plaint plan, the correctness and accuracy of which is not admitted.

5 cf
13/1B is the plaint is a
mistake 13/1A
13 cf
13 cf

3. The defendant denies that the plots referred to in the plaint as 31/2 B, 31/2C and 31/2 D are part and parcel of 31/1A, 31/1B and 31/1C and that S.F. Nos. 31/1^AB and 31/2B form one field, 31/1B and 31/2C form another field and 31/1C and 31/2 D form a third field as alleged in the plaint.

5 (L)
2nd March

4. The defendant states that the plaintiff and other neighbouring owners encroached upon the river poramboke S.No. 123. The portion ~~encroached~~ encroached upon by the plaintiff was demarcated as S.F. No. 123/2 which along with other encroachments was transferred from River poramboke to ayan by the Collector in his order dated 7-1-1929 for assignment subject to the payment of land value.

3-4 (R)

5. The plaintiff in his statement dated 16-3-1930 admitted that the said plot S.F. No.123/2 was originally much lower than his warg land 31/1 and that it was raised by filling it up with earth ^{removed} from 31/1 that it was not possible to raise Karthi crop on that land and that only vegetables were grown on it, that the land value fixed was too high and that he was willing to pay land value at the rate of Rs.100/- per acre.

6. The defendant states that S.F. No.123/2 did not belong to the plaintiff and did not form part of his warg land and that he is further estopped from contending that the said land belongs to him.

7. The defendant denies that the suit land was included in the title deeds of the plaintiff or that the plaintiff was in peaceful enjoyment of the same as alleged. ~~xxxx~~ by him. The suit land encroached upon by the plaintiff as a Government poramboke land at the absolute disposal of the Government.

8. The defendant admits that proceedings were ~~then~~ taken under the Land Encroachment Act and that the plaintiff paid the land value ^{only} after notice was served upon him but states that the action of the Government was perfectly legal and that the plaintiff is not competent to impeach the same.

9. The defendant denies that the attitude taken up by him or the order passed is contrary to law or ~~AA~~ equity ~~xxx~~ or opposed to any Government Order. The allegation that the ~~sxx~~ suit plot is part and parcel of the plaintiff's private holding which was left off in the old settlement is not true and is denied.

10. The defendant while admitting that the suit plot was a portion of the river does not admit that it was formed by slow and gradual process by natural causes. As stated above, ~~xx~~ it was formed on account of the bed of the river being encroached upon and filled up with earth by the

plaintiff

21-12-2
④

5 ④

5-6 of
para 3(4)

5 ④

2 of
para 3

M 21-22 (L) plaintiff as admitted by him in his statement referred to above. The plaintiff cannot claim that it should be treated as his private property. The defendant was fully competent to evict the plaintiff or to assign it to him on payment of land value.

11. The plaintiff is not entitled either to the declaration sought for or to the refund of the land value or to any of the reliefs claimed in the plaint.

The defendant therefore prays that the suit may be dismissed with costs.

8/5/35
8.5.35
8.5.35

2 eyes H-1-3 as
Between:-

Subbanna Shastri

Plaintiff.

and

The Secretary of State for India in
Council represented by the Collector
of South Kanara

Defendant.

Written Statement under Order VIII rules 1 and 2 of
Act V of 1908.

The Defendant named above states as follows:-

1. That all processes, etc., to be served on the Defendant in this suit may be served upon the Government Pleader, Mangalore. *This suit is not sustainable in law, and this Defendant puts the plaintiff to strict proof of*

2. That the suit is speculative and is not legally sustainable. *all the allegations in the plaint that are not expressly admitted herein.*

3. That the Defendant admits that the Plaintiff is the owner (under Ryotwari tenure) of S.F.No.31/1 of Adyapadi village.

According to Survey records S.F.No.31/1 has not been subdivided into S.F. 31/1A, 31/1B and 31/1C as shown in the plaint plan, the correctness and accuracy of which is not admitted.

4. That the Defendant admits that to the south of S.F. No.31/1 there is a river which was demarcated as S.F.Nos.66, 123 & 124.

5. That the Defendant denies that the plots referred to in the plaint as 31/2B, 31/2C & 31/2D are part and parcel of 31/1A, 31/1B and 31/1C and that S.F.Nos.31/1B and 31/2B form one field, 31/1B & 31/2C form another field and 31/1C and 31/2D form a third field as alleged in the plaint.

6. That the Defendant *states* submits that the Plaintiff and other neighbouring owners encroached upon the *river poramboke Sup 123* (poramboke river), the portion encroached upon by the Plaintiff was demarcated as S.F. No.123/2 which along with the other *encroachment was* portions encroached upon by other wargdars were transferred from River Poramboke to Ayan by the Collector by his order dated 7-1-1929 with a view to their assignment subject to the payment of *land* site value, and the encroachers were given the option of taking them on assignment by payment.

OR. Ran This
typist in
dupli-
1/5/35
H-5-8 of
H-13 of
H-5 (L) suit
H-5 of
H-13 of
(Plaintiff's side)
H-5 of
H-5 (L)
H-3-4 (R)
omit

of site value.

26 2/
5. That the Plaintiff in his statement dated 16-3-1930 admitted that the said plot S.F.No.123/2 was originally much lower than his warg land 31/1 and that it was raised by filling it up with earth removed from 31/1, that it was not possible to raise kharri crop on that land and the only vegetables were grown on it, that the ^{land} site value fixed was too high and that he was willing to pay ^{land} site value at the rate of Rs.100/- per acre.

6 8. That the Defendant ^{states} submits that S.F.No.123/2 did not belong to the Plaintiff and did not form part of his warg land and ^{he is further stopped from contending that the said land belongs to him.}

7 9. That the Defendant denies that the ^{plaint plot} ~~plot~~ ^{is or} could be included in the title deeds of the Plaintiff or that ^{he} ~~the~~ was in peaceful enjoyment of the same as alleged. ^{by him} The ^{plaint} ~~plot~~ ^{is} stated above is Government land encroached upon by the Defendant and was at the absolute disposal of the Government.

10. That the Defendant admits that proceedings were taken under the Land Encroachment Act and that the Defendant paid the ^{plaint} ~~site~~ value only after notice was served upon him but ^{states} ~~submits~~ that the action of the Government was perfectly legal and Plaintiff is not competent to impeach the same.

8.11. That the Defendant denies that the attitude taken up by the ^{Government} ~~Government~~ or the order passed is contrary to law or equity or opposed to any Government Order. The allegation that the ^{plaint} ~~plot~~ ^{is} part and parcel of Plaintiff's private ^{holding} ~~property~~ which was left off in the old settlement is not true and is denied.

9 12. That the Defendant while admitting that the ^{plaint} ~~plot~~ ^{is} was a portion of the river does not admit that it was formed by slow and gradual process by natural causes. As stated above, it was formed on account of the bed of the river being encroached upon and filled up with earth by the Defendant as admitted by him in his statement referred to above. The Plaintiff cannot claim that it should be treated as his private property. ^{by defendant} ~~Government~~ was fully competent to evict the Plaintiff or to assign it to the

him
Plaintiff on payment of *land* site value. *3 27*

omit 13. That the Defendant denies that the order of the ----- Government directing the Plaintiff to pay the site value is either inequitable or illegal or ultra vires.

17 of 100 14. That the Plaintiff is not entitled to the declaration claimed or to the refund of the amount collected on account of site value. *either* *or to any other reliefs claimed in the plaint*

omit 15. That the claim of the Plaintiff is barred by limitation.

omit 16. That the Plaintiff is further estopped from claiming the reliefs claimed in this suit.

17. That the Plaintiff is not in any event entitled to claim interest and the rate at which it is claimed is excessive.

18. That the Plaintiff is not entitled to any relief.

The Defendant therefore prays that the suit may be ----- dismissed with costs.

South Kanara Collector's Office,
Mangalore, 3rd April 1935.

Madhavarao
For Collector. *10/4/35*

A
28

plaintiff on account of the value.

13. That the defendant cannot claim that the value of the property is an injury to the plaintiff to the extent of the value of the property as it is in the hands of the plaintiff.

14. That the plaintiff is not entitled to the full value of the property as it is in the hands of the plaintiff on account of the value of the property as it is in the hands of the plaintiff.

15. That the plaintiff is not entitled to the full value of the property as it is in the hands of the plaintiff on account of the value of the property as it is in the hands of the plaintiff.

16. That the plaintiff is not entitled to the full value of the property as it is in the hands of the plaintiff on account of the value of the property as it is in the hands of the plaintiff.

17. That the plaintiff is not in any event entitled to the full value of the property as it is in the hands of the plaintiff on account of the value of the property as it is in the hands of the plaintiff.

18. That the plaintiff is not entitled to any relief. The defendant therefore prays that the suit be dismissed with costs.

South Western Collection Office,
10001 100th Ave, S.W.
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